

## **EXHIBIT 2**

# ***Amended and Restated Statement of Work***

*For*

**GMAC Mortgage, LLC**

**Software Maintenance  
and Development Services**

Presented By

**International Business Machines Corp.**

930 Sylvan Avenue  
Englewood Cliffs, NJ 07632  
Phone: (201) 266-7704

**December 27, 2011**

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***1.0 Overview***

- 1.1 This Statement of Work ("SOW"), effective as of January 1, 2012 ("Effective Date"), is issued pursuant to the terms and conditions of the Consulting and Development Master Agreement dated February 22, 2002 (the "Agreement") by and between International Business Machines Corp. ("IBM" or "Supplier"), successor in interest to Palisades Technology Partners, and GMAC Mortgage, LLC f/k/a GMAC Mortgage Corporation ("GMACM") (collectively, the "Parties"). This SOW amends, restates, supersedes and replaces the Statement of Work, as amended, effective as of March 22, 2007 between GMACM and IBM (the "March 2007 SOW"). In the event of any conflict or inconsistency between this SOW and the Agreement, this SOW shall take precedence.
- 1.2 This SOW covers all services described herein and provided by IBM in support of GMACM including requirements gathering, software design, development, testing, training, documentation and production support. The SOW provides for a fixed number of hours per month to be split between the different products and/or services as directed by GMACM management, together with an ability of GMACM to request additional services over the fixed number of hours per month.
- 1.3 The Parties acknowledge that one of GMACM's objectives under this SOW is to migrate the Eclipse Application back to the GMACM environment for development, maintenance and administration in an orderly and cooperative fashion.
- 1.4 IBM will be granted access to work orders through GMACM's Request Tracking System. All work shall be handled through standard processes to the extent such processes are mutually agreed upon by the parties, and where applicable, provided to IBM reasonable prior to delivering Services hereunder.

***2.0 Description of Work to be Performed***

- 2.1 Only Specified Supplier Property. There is no Supplier Property associated with this SOW, except as expressly set forth in this SOW.
- 2.2 Scope of Services. As mutually agreed upon in writing by both parties and subject to the number of hours agreed by GMACM and IBM specifically set forth in Section 9 of this SOW, IBM may provide the following Services as part of this SOW:
  - 2.2.1 Consultation if requested in discovery and definition of new requirements.
  - 2.2.2 Development management, coordinated with GMACM IT personnel, for all Services.
  - 2.2.3 Formal written status updates at least weekly, and additionally upon reasonable, written request.
  - 2.2.4 Documentation to meet the requirements GMACM has identified to IBM pursuant to Section 3 herein.



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- 2.2.5 Testing, ranging from unit testing to system and/or regression testing for the impacted software.
- 2.2.6 Creation of implementation plans, deployment packages, and fully tested rollout plans.
- 2.2.7 Creation of billing reports, by GMACM TRAC number and by resource on a monthly basis. Project Executives, Managers and Business Analyst will be aligned to a TRAC number assigned to a release cycle and not individual work orders.
- 2.2.8 Delivery of invoices. Invoices must be received by GMACM within 30 days of the month end in order to be paid in a timely basis.
- IBM will provide JUnit test case(s) as mutually agreed upon at the time of the BRD assignment. All JUnit development work will be sized in development hours. The effort will be billed as standard available developer hours.

2.3 Production Support. Production support for the software listed below running in production is subject to the Service Level Agreements as set forth in Section 12 herein.

The software products covered by this SOW are as follows:

- 2.3.1 Eclipse
- 2.3.2 LPM database
- 2.3.3 DocPrint
- 2.3.4 DocServer
- 2.3.5 PTP Utils
- 2.3.6 PTP Expires
- 2.3.7 PTP Credit
- 2.3.8 Rate Bumps or Pricing Engine
- 2.3.9 All vendor interfaces developed by IBM including DU, Credit, FHA MI and any others that may be developed and provided as Deliverables under the Agreement.
- 2.3.10 All workflow components developed by IBM and provided as Deliverables under the Agreement.
- 2.3.11 Any other applications, components, databases, interfaces or services developed by IBM and provided as Deliverables under the Agreement.

2.4 Supplier Property.

Pursuant to the Agreement, the following are Supplier Property:

- 2.4.1 Contact Management and 1003 Application Taking;
- 2.4.2 Automated Property Interface Evaluation;
- 2.4.3 FNMA Desktop Underwriter Interface; and
- 2.4.4 Pricing Engine;



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except where enhancements have been made to such Supplier Property at the request of and paid for by GMACM, and such enhancements to Supplier Property are deemed to be Deliverables and Assigned Properties.

**2.5**            Private Information.

The parties agree that "Private Information" means (i) "customer" information as such term is defined in 16 C.F.R. § 314.2(b) (2003); (ii) "nonpublic personal information" as such term is defined in Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq. (the "GLB Act") and (iii) any personally identifiable information or records in any form relating to a customer of Client, including but not limited to a customer's name, address, telephone number, social security number, account number, transactional account history, medical records and health-related information. IBM agrees that the requirements set forth in Exhibit A1 (attached hereto) apply to Private Information disclosed by GMACM. The parties acknowledge and agree that IBM will not receive Private information in the ordinary course of providing the services set forth in this SOW. However, IBM may have access to view screens containing, or may come into possession of Private Information from time to time in assisting GMACM with certain problems, for example, addressing a production problems as part of Maintenance and Support services. In these situations, IBM currently does not retain any copies or records of the Private Information viewed; however, to the extent IBM does access or retain any copies or records containing or consisting of Private Information, obligations set forth in Exhibit A1 shall apply to IBM.

**2.6**            Guaranteed Hours

Notwithstanding any other provision of this SOW, IBM will be providing a specified number of hours per month ("Guaranteed Hours") in dedicated resources to GMACM, for use in connection with development and application support, as such hours and rates are more particularly set forth in Section 9 of this SOW. As IBM is dedicating resources to work for GMACM, hours paid for but not utilized in any month will not be carried forward to any subsequent months. If GMACM needs more hours than the Guaranteed Hours, then IBM will use best efforts to accommodate GMACM's requests, but GMACM acknowledges that additional hours may be subject to availability.

**3.0 Deliverables**

All Deliverables provided under this SOW must meet the requirements of the Agreement, including but not limited to, compliance with all laws and regulations, including Sarbanes Oxley legislation, to the extent such laws and regulations apply to the respective businesses of IBM and GMACM. With respect to each Deliverable, GMACM will define, in writing, any requirements for GMACM's APEX methodology and any change to IBM Deliverables, processes, or schedule that result will be mutually agreed upon. The table below is provided as a guideline for standard projects.



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***3.1 Typical Deliverables for a Standard Project***

<b>Deliverable(s)</b>	<b>Description</b>	<b>Owner</b>
1. Approved TRAC	TRAC's must be approved by both IT and business management before any work can be done. They may be approved either for discovery or for estimate.	GMACM
2. Business Requirements Document (BRD)	For larger, more complex projects, a formal business requirement may be necessary after the initial TRAC is approved. The work to complete this document may or may not include IBM resources. BRDs will be versioned and will be subject to Project Change Control.	GMACM
3. System Requirements Document (SRD)	In some cases, additional system requirements are necessary that are not covered in the business requirements. In these cases, GMACM will provide these to <i>IBM</i> in the Systems Requirements Document. SRDs will be versioned and will be subject to Project Change Control.	GMACM
4. Test Cases	Developers will be provided with unit test case(s) for each TRAC.	GMACM
5. Estimate	Upon receiving a TRAC, IBM will provide a work estimate for work in accordance with Section 5.2 herein. The estimate will include development hours (total effort) as well as the time required. This estimate will be used to determine maximum allocated work against available budget and schedule.	IBM
6. Deliverable signoff	Signoff of all deliverables once all documentation has been completed and any software has met production requirements.	GMACM

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|---|---|-----|
| 7. Technical Design Review                        | When IBM promotes code to a testing environment, prior to delivery, at GMACM's request, IBM will host a walk-through of each TRAC and outline the design solution.<br>A pre-published agenda for the meeting may include notes outlining these three main topics: <ul style="list-style-type: none"><li>• Technical approach (what code was touched);</li><li>• Functional solution (verify change meets requirements); or</li><li>• Related impacts (what should be tested).</li></ul>                                       | IBM |
| 8. Software, source code and supporting materials | All IBM developed code and application deliveries require an e-mail notification to the GMACM distribution with attached implementation documentation and release notes. Application source code must be checked into GMACM's SUBVERSION system and appropriately versioned. All database scripts and subcomponents such as executables (i.e. Doc Console, Doc Server), configuration files (i.e. .ini), files (i.e. MDF, .jar) and implementation documentation will be delivered by uploading to GMACM's SUBVERSION system. |     |

#### ***4.0 Project Organization***

All work done under this SOW will be under the executive supervision of the following individuals:

Brian Martin, Development Manager, GMACM \*\*  
James Graff, Executive Information Officer, GMACM \*\*  
Mario DiBenedetto, Executive Services Program Manager, IBM

\*\* or other reasonably suitable individual designated in lieu of the above by GMACM.



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IBM must obtain approval from GMACM to change its executive sponsorship.

All projects and work done under this SOW will have the following project management structure:

***4.1 Project Team***

Project Team		
Business Owner (1)	Business requirements (TRAC and BRD), Cost benefit analysis, User acceptance test plans	GMACM
Project Manager (1)	Overall project management, scheduling, resource management, issue tracking and resolution, status tracking, project deliverables	IBM GMACM
Business Analyst(s) (0-n)	Requirements gathering (TRAC and BRD), system impact analysis and documentation, assisting in test scenario development, test support	IBM GMACM
Software Developer(s) (1-n)	Software Deliverables including source code, config files, database scripts, implementation plans, technical documentation, application support	IBM (GMACM)
Quality Assurance (1-n)	Test scenario creation based on TRAC and BRD, test plan oversight, test execution against business requirements, regression testing, stress testing (if necessary), testing documentation, IT signoff	GMACM
User Acceptance Testers (1-n)	Validating business requirements met, UAT test scenario documentation, business signoff	GMACM
IT Support Personnel (1-n)	Rollout and support of software modifications	GMACM

***5.0 Assumptions and Dependencies***

The following assumptions and dependencies apply to all work done under this SOW:

***5.1 IBM Assumptions and GMACM Responsibilities***

- 5.1.1 GMACM will ensure all BRDs and SRDs, and test cases are version controlled.
- 5.1.2 GMACM will provide IBM with adequate detail in requirements specifications, based on industry standards, to enable detailed estimates. If the level of detail provided is not sufficient, IBM may request additional information before providing an estimate.
- 5.1.3 GMACM will provide a single point of contact for each work project under this SOW to ensure consistent communication.



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- 5.1.4 GMACM will provide templates for required documentation at the time of the estimate request. Any changes to requirements and/or documentation after the estimate has been completed will be subject to change control.
- 5.1.5 GMACM will provide technical guidance regarding GMACM standards. This guidance will be provided in advance of any estimates for work impacted by such standards. Any changes to standards after the estimate has been completed will be subject to change control.
- 5.1.6 Except for software which it is IBM's responsibility to provide as set forth in Section 2.0, GMACM will be responsible for providing all hardware and software required to support production, model and test environments.
- 5.1.7 GMACM will provide IBM with reasonable access to test environments in order to complete all necessary testing; GMACM will provide limited access to the model environment to enable IBM to perform support Services.
- 5.1.8 GMACM will provide IBM production environment access only as needed.
- 5.1.9 GMACM will pay for or reimburse IBM for any 3<sup>rd</sup> party software that is pre-approved by GMACM as part of a IBM Deliverable.
- 5.1.10 GMACM will provide IBM with access to SUBVERSION, a control system for source code.
- 5.1.11 GMACM resources will perform QA and UAT testing as documented in the roles and responsibilities in Section 4.1 ("Project Team") of this SOW.
- 5.1.12 GMACM resources will perform all builds and installations into the GMACM test, model and production environments.
- 5.1.13 IBM will provide the Guaranteed Hours as set forth in Section 2.6.
- GMACM will restrict test cases provided to IBM for each TRAC to only those required to unit test the TRAC specific functionality.
- 5.1.14 GMACM will provide written notice to IBM a minimum of 30 days prior to any resource level changes. Any request for resource level changes will cause previous TRAC estimates to be invalid and require reassessment by IBM and GMACM.

***5.2 GMACM Assumptions and IBM Responsibilities***

- 5.2.1 IBM will schedule Program Management meetings no less frequently than monthly. The IBM Project Managers will produce the following reporting for review in these meetings:
  - a) Overall Program Status, including:
    - Milestones (Attained, Approaching, In Jeopardy, Missed)
    - SLAs
  - b) Budget Actuals vs. Forecast
  - c) Program Issues
  - d) Program Risks and Mitigation Plans
  - e) Process Improvement Opportunities and Initiatives
- 5.2.2 On a weekly basis, IBM will provide development work estimates in hours for all approved TRACs, unless IBM requests additional detail regarding the requirements, and in such event, IBM will use reasonable efforts to provide the



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estimate within 2 business days after receiving such detail from GMACM. IBM will use best efforts to ensure the accuracy of such estimates, however GMACM acknowledges that such estimates may be subject to change, and will not be binding on IBM in any manner.

- 5.2.3 IBM's estimates will include effort for development, unit testing and all work necessary to complete the build and will be used both for reconciliation against billing and for release scheduling.
- 5.2.4 IBM will raise any known issues that may impact the scope of work, schedule or the business functionality immediately to the GMACM project manager.
- 5.2.5 IBM will provide status on a weekly basis at a minimum and will also provide updates upon written request.
- 5.2.6 IBM will provide resources knowledgeable in the software listed in Section 2.0 above.
- 5.2.7 IBM will provide the appropriate documentation as part of project Deliverables in a timely manner.
- 5.2.8 IBM resources will provide all source code directly into GMACM's SUBVERSION system. IBM resources will provide all database scripts, implementation plans, release notes, configuration files, supporting documentation and other necessary software artifacts directly into GMACM's SUBVERSION system.
- 5.2.9 IBM will get pre-approval from GMACM for any 3<sup>rd</sup> party tools prior to use in any Deliverable and to the extent that such deliverables may not include source code.
- 5.2.10 All unit test cases provided by GMACM under Section 3.1 must be run prior to code delivery on completed build. The IBM Program Manager will provide email confirmation of test completion concurrent with code delivery.
- 5.2.11 IBM will perform all necessary unit testing for all software and, if agreed upon, will provide all scripts and supporting documentation from such testing.
- 5.2.12 Subject to joint approval, IBM will train GMACM staff on any Deliverable provided to GMACM under this SOW.
- 5.2.13 Upon receipt of written notification from GMACM of resource level changes, IBM will notify GMACM of its ability to meet its obligations under the service level agreements set forth in Section 12.0 below.
- 5.2.14 The TRAC process may not be followed in connection with application support. IBM will provide the Guaranteed Hours as set forth in Section 2.6.

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***7.0 Project Change Control***

The following details the steps that must be taken if changes under the SOW are required:

***7.1 Change Control Process***



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- 7.1.1 ("TRAC") in GMACM's system will be the vehicle for requesting changes. The TRAC must describe the change in sufficient detail, the rationale for the change and the areas that will be impacted.
- 7.1.2 The GMACM Project Manager will setup a meeting on a weekly basis to notify the IBM Project Manager when a change has been approved by GMACM either for discovery or for other Services.
- 7.1.3 All TRAC's will be dated and sequentially numbered.
- 7.1.4 In cases where GMACM determines that a formal Business Requirements Document ("BRD") is required in addition to the TRAC in order to fully define the work, IBM may be authorized to provide assistance in gathering requirements. In this case, the TRAC will be approved for discovery and IBM will be required to track all time spent gathering and documenting requirements.
- 7.1.5 Once a TRAC has been approved for estimate, it is assigned to IBM and set to a status of "estimate." IBM will assess the effort required to complete the work including all development hours and schedule time required and make reasonable efforts to provide the estimate to GMACM Project Management within 2 business days after the TRAC has been approved for estimate.
- 7.1.6 For Medium and Large TRACs/Projects:
  - a) Development will follow an agile-like methodology
  - b) Assigned developers and the business SME will be available for daily stand up meetings with GMACM IT BA and/or IT QA (as applicable)
  - c) GMACM will provide a BRD
  - d) GMACM will provide a representative set of testcases for the developer to use with unit testing
  - e) IBM Program Manager to provide email confirmation of test completion with code delivery
- 7.1.7 For Small TRACs/Projects:
  - GMACM will provide BRDs, as applicable
  - GMACM will identify a representative set of testcases for the assigned developer to use with unit testing.
  - IBM Program Manager to provide email confirmation of test completion with code delivery
- 7.1.8 After the estimate is complete, the TRAC will be subject to Section 7.1 Approval for Changes.
- 7.1.9 IBM is responsible for meeting agreed upon dates. If requests for application support and change requests impact work and delivery schedules, IBM will communicate this in writing and the impact will be determined using the Approval for Changes process.



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- 7.1.10 When IBM has completed development and unit testing, it will package up the Deliverable which will include source code and any supporting information defined within the TRAC. Source code must be checked into GMACM's SUBVERSION system directly by IBM. The GMACM Project Manager will provide the procedure for code check-in.
- 7.1.11 Once delivery has been completed, GMACM is responsible for internal QA, SIT, and UAT.
- 7.1.12 Any Defects identified by GMACM will be entered into GMACM's system. IBM and GMACM will hold regular meetings to review and categorize the source of defects. Any defects assigned to IBM for correction will be prioritized using the process defined in Section 7.1 Approval for Changes.
- 7.1.13 GMACM is responsible for deploying software into production, but may request IBM support during rollouts.
- 7.1.14 Unless otherwise expressly stated herein to the contrary, all Services to be provided as listed above shall be provided at IBM quoted hourly rates for such Services and subject to the limits set forth in the last bullet point of Section 5.1 of this SOW.

***7.2 Approval for Changes***

The following provisions are required for a change to be approved:

- 7.2.1 IBM and GMACM will conduct joint Prioritization and Scheduling Meetings no less frequently than weekly to discuss changes
- 7.2.2 GMACM will publish in advance the details of all changes to be discussed
- 7.2.3 GMACM will publish in advance a revised, proposed schedule associated with each change
- 7.2.4 GMACM will publish meeting minutes for each Prioritization and Scheduling Meeting.

***8.0 Acceptance Criteria and Procedures***

Projects under this SOW are considered accepted when they have received formal signoff from both GMACM business and IT representatives indicating that the Deliverables are complete and meet the requirements. This signoff will be completed in GMACM's system and will be provided when the following criteria have been met:

- 8.1 All Deliverables have been delivered and meet the requirements documented specifically in each TRAC(s), without Critical or Moderate Severity Level Defects, as defined in Section 12.2 herein.

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- 8.2 Deficiency severity will be mutually agreed upon by IBM and GMACM Project Managers. If agreement cannot be attained, the deficiency assessment will be escalated for joint Executive Management assessment.
- 8.3 Deliverables altered by GMAC Internal Development or Infrastructure are considered accepted and without deficiency upon alteration.
- 8.4 The Parties will work together to remedy any deficiencies discovered after Acceptance, using the resources available, or adding further resources through the change control procedure set forth in Section 1.2 of the Agreement.

## ***9.0 Pricing and Payment***

### **9.1 Resources, Pricing and Guaranteed Hours**

The following resources and guaranteed hours are agreed upon for the periods indicated throughout 2012:



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January - March 2012				April - June 2012				July - September 2012			
Role	Rate	Total Hours	Total for SOW	Role	Rate	Total Hours	Total for SOW	Role	Rate	Total Hours	Total for SOW
PE	\$ 213.75	520	\$ 111,150.00	PE	\$ 213.75	520	\$ 111,150.00	PE	\$ 213.75	520	\$ 111,150.00
PM	\$ 166.25	520	\$ 86,450.00	PM	\$ 166.25	520	\$ 86,450.00	Sr. Dev	\$ 213.75	520	\$ 111,150.00
Sr. Dev	\$ 213.75	520	\$ 111,150.00	Sr. Dev	\$ 213.75	520	\$ 111,150.00	BA/SA	\$ 156.75	520	\$ 81,510.00
BA/SA	\$ 156.75	520	\$ 81,510.00	BA/SA	\$ 156.75	520	\$ 81,510.00	Dev	\$ 156.75	520	\$ 81,510.00
Dev	\$ 156.75	520	\$ 81,510.00	Dev	\$ 156.75	520	\$ 81,510.00				
Dev	\$ 156.75	520	\$ 81,510.00	Dev	\$ 156.75	520	\$ 81,510.00	Totals		2080	\$ 385,320
Dev	\$ 156.75	520	\$ 81,510.00	Dev	\$ 156.75	520	\$ 81,510.00				
Dev	\$ 156.75	520	\$ 81,510.00	Off Shore Manager	\$ 110.00	520	\$ 57,200.00				
Dev	\$ 156.75	520	\$ 81,510.00	Off Shore Dev	\$ 55.00	520	\$ 28,600.00				
Dev	\$ 156.75	520	\$ 81,510.00	Off Shore Dev	\$ 55.00	520	\$ 28,600.00				
Off Shore Manager	\$ 110.00	520	\$ 57,200.00	Totals		5200	\$ 749,190				
Off Shore Dev	\$ 55.00	520	\$ 28,600.00								
Off Shore Dev	\$ 55.00	520	\$ 28,600.00								
Totals		6760	\$ 993,720								
			Total 9 months				\$ 2,128,230				

## 9.2 Invoicing; Changes to Estimates

- 9.2.1 IBM will retain and invoice for the resource levels defined herein.
- 9.2.2 If an estimate provided by IBM needs to be amended, Project Change Control procedures will apply
- 9.2.3 IBM may submit invoices for Monthly Guaranteed Hours charges in advance. Each such invoice will have only the charges for one month.

Notwithstanding the payment provisions in the Agreement or as may be specified in an invoice, payment of an invoice is due the later of (a) 30 days from the date GMACM receives an invoice from IBM and (b) the last Business Day of the month that Monthly Guaranteed Hours is being billed for.

If GMACM fails to make an undisputed payment on or before five Business Days after such payment is due, then IBM may, upon written notice, require GMACM to pay the Monthly Guaranteed Hours a month in advance starting with the month after the undisputed payment was due. The first month that IBM requires



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payment in advance, the payment of the current Monthly Guaranteed Hours will be due within ten Business Days after GMACM receives the invoice for the current month's Monthly Guaranteed Hours, and the payment of the invoice for the next month's Monthly Guaranteed Hours will be due the later of (a) the last Business Day of the month before the month that the Monthly Guaranteed Hours is being billed for or (b) ten Business Days after GMACM receives the invoice.

IBM shall provide a monthly reconciliation for each monthly invoice against the actual hours utilized in the subject month, if applicable. Such reconciliation will appear in the invoice for the month following the subject month.

***10.0 Term and Termination***

10.1 Generally. This SOW is effective as of the Effective Date and will expire on September 30, 2012 ("SOW Expiration Date"), unless otherwise terminated prior to that date in accordance with the Agreement or SOW, provided however, that GMACM will have a one-time option to extend the term by an additional six (6) months beyond the SOW Expiration Date, which it must exercise not less than 60 days prior to the SOW Expiration Date. In the event GMACM does so elect to extend the term, all provisions of this SOW shall remain in effect until six months after the SOW Expiration Date.

10.2 Termination for Convenience.

If GMACM terminates the Software Maintenance and Development Services for its convenience prior to September 30, 2012 IBM will bill GMACM and GMACM will be responsible to pay, five percent (5%) of the remaining fees for the SOW from the Effective Date of such termination through September 30, 2012, as specifically set forth in Section 9.1.

10.3 Rate Increases. IBM may increase its rates, to the extent IBM raises its rates generally for similar clients, by up to five percent (5%) each year, beginning with subsequent statements of work to this one.

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**12.0 Service Level Agreements.**

**12.1 Definitions**

The following definition applies to this service level agreement:

- a. "Business Day" means each Monday through Friday, excluding National Bank Holidays.

**12.2 Description**

- a. When GMACM identifies a Defect in the software running in production and supported under this SOW, as identified in Section 2, or its documentation, GMACM will promptly notify IBM and IBM will prioritize the Defect as having a "Low", "Moderate" or "Critical" severity level.
- b. A minimum 4 FTEs must be maintained by contractual commitment for SLAs to apply.
- c. IBM will make commercially reasonable efforts to repair Defects as further described in the table below. IBM does not warrant that all Defects can be, or will be, repaired.
- d. All work performed for critical production defects will divert the associated IBM resources from their previously scheduled TRAC work and, as a result, may invalidate any previously agreed project schedules.

SEVERITY LEVEL	DESCRIPTION
Low	A Defect that does not give rise to a Critical Defect or a Moderate Defect, and does not affect the functionality or preclude productive use.
Moderate	A Defect that does not give rise to a Critical Defect and is not critical to production capabilities or to loan-related processing capabilities, but which causes a significant impact on any use of the software or any component thereof.
Critical	A Defect that (i) causes the use of the software or a significant component thereof to stop, fail or prevent using the software to perform loan-related processing; (ii) substantially interferes with production capabilities; or (iii) causes such a material degradation in the performance of the software as to render it unusable.

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Incidents and Service Levels All Times are Eastern Time Zone		Standard Support and Prior-Arranged Support		Off Hour Support
		8:00 am – 7:00 pm Monday-Friday	7:01 pm – 8:59 pm Monday - Friday	M-F 9:00 pm – 7:59 am, Saturday and Sunday All Day
Low	Respond	Acknowledge within 2 Business Days.	Acknowledge within 2 Business Days.	NA
Low	Repair	Next general release. [N/A if fewer than 4 FTE's assigned]	Next general release. [N/A if fewer than 4 FTE's assigned]	NA
Moderate	Respond	Acknowledge within 1 Business Day; Commence status reports and work in two (2) Business Days; Provide status report every other Business Day, together with expected date for achieving complete resolution.	Acknowledge within next Business Day; Commence status reports and work in two (2) Business Days; Provide status report every other Business Day, together with expected date for achieving complete resolution.	NA
Moderate	Repair	Greater of 10 Business Days or commercially reasonable efforts utilizing in scope IBM resources as set forth in Section 9.0.	Greater of 10 Business Days or commercially reasonable efforts utilizing in scope IBM resources as set forth in Section 9.0.	NA



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<b>Incidents and Service Levels</b>		<b>Standard Support and Prior-Arranged Support</b>		<b>Off Hour Support</b>
Critical	Respond	<p>Acknowledge within 4 hours; provided that there are at least 2 FTE's;</p> <p>Commence status reports and work in same Business Day in which acknowledgment is provided;</p> <p>Provide status report every Business Day, together with expected date for achieving complete resolution.</p>	<p>IBM will provide the e-mail and/or cell phone number of a resource that can be contacted in an emergency.</p> <p>Commence status reports and work in same Business Day in which acknowledgment is provided;</p> <p>Provide status report every Business Day, together with expected date for achieving complete resolution.</p>	<p>IBM will provide the e-mail and/or cell phone number of a resource that can be contacted in an emergency.</p>

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Incidents and Service Levels		Standard Support and Prior-Arranged Support		Off Hour Support
Critical	Repair	Utilize in scope IBM resources as set forth in Section 9.0, and work continuously (provided that, for 2, 3 or 4 FTE's, the word "continuously" shall be replaced with the phrase "as necessary") to provide a workaround with a target of 1 Business Day; and  Utilize in scope IBM resources as set forth in Section 9.0, and work continuously to provide a resolution with a target of 10 Business Days.  GMACM may request additional resources from IBM, which IBM will reasonably attempt to accommodate.	Utilize in scope IBM resources as set forth in Section 9.0, and work continuously (provided that, for 2, 3 or 4 FTE's, the word "continuously" shall be replaced with the phrase "as necessary") to provide a workaround with a target of 1 Business Day; and  Utilize in scope IBM resources as set forth in Section 9.0, and work continuously to provide a resolution with a target of 10 Business Days.  GMACM may request additional resources from IBM, which IBM will reasonably attempt to accommodate.	Utilize in scope IBM resources as set forth in Section 9.0, and work continuously (provided that, 2, 3 or 4 FTE's, the word "continuously" shall be replaced with the phrase "as necessary") to provide a workaround with a target of 1 Business Day; and  Utilize in scope IBM resources as set forth in Section 9.0, and work continuously to provide a resolution with a target of 10 Business Days.  GMACM may request additional resources from IBM, which IBM will reasonably attempt to accommodate.

- e. For purposes of measuring IBM's Service Level attainment, the time period for IBM's response or resolution will be deemed stopped by any of the following events:
1. Any Force Majeure Event as defined in the Agreement Section 10.18;
  2. Delays related to GMACM's unavailability, failure to respond to IBM's reasonable and related inquiries;
  3. Delays relating to non-IBM hardware and/or software.



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***12.3 Escalation Lists***

IBM will provide an escalation list(s) in support of the service levels set forth above.  
IBM will update this contact information as required.

***13.0 Further Agreements.***

With respect to all Services and Deliverables provided under the SOW, the Parties further agree as follows:

1. IBM will continue supporting GMACM as has been done for past deployments, production issues, defects (including performance related items) and off hours, as required, except to the extent modified by this Amendment.
2. GMACM will create and manage its own deployments after IBM delivers a completed Deliverable and/or work order.
3. **Cooperation with GMACM:** GMACM and IBM acknowledge that IBM will provide Services and Deliverables hereunder as members of a joint team, and that cooperation and responsive communication between GMACM and IBM employees, agents and contractors assigned under this SOW are crucial for the successful performance of all required work, and each party will be responsible for their respective employees', agents' and contractors' performance or non-performance of the terms and conditions set forth herein.
4. **Disputes:** All disputes relating to this SOW or the Agreement will initially be referred to GMACM and IBM project supervisors (who are listed at Section 4.0). If the project managers are unable to resolve the dispute within five (5) business day(s) (or any other agreed upon timeframe), the Parties will refer the dispute to their respective direct supervisors. The supervisors may, if both Parties agree, meet to resolve the dispute, but if they are unable to resolve the dispute then (regardless of whether a meeting occurs) ten (10) business days after referral (or such other period as the Parties may agree), the Parties may pursue other remedies consistent with this SOW or the Agreement. This Section shall not limit the rights of any Party to obtain equitable remedies at any time from a court of competent jurisdiction before, after, or during the pendency of any informal dispute resolution, arbitration or other proceeding.

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**14.0 Signatures**

AGREED AND ACCEPTED:

**GMAC Mortgage, LLC**

**International Business  
Machines Corp.**

Agreed to: Patrick Ramey (s/r)  
Authorized Signature

Agreed to: Robert C. Strickland  
Authorized Signature

Name: Patrick Ramey

Name: Robert C. Strickland

Title: Global Supply Chain Executive

Title: Client Solutions Executive

Date: 12/29/2011

Date: 12/29/2011



## CONFIDENTIAL

### Exhibit A1

#### Confidentiality, Non-Disclosure and Security requirements for Private Information.

1. Confidential Information.
  - 1.1 For the purpose of this Agreement, the "Discloser" is the Party disclosing its Private Information and the "Recipient" is the Party receiving and/or accessing Private Information.
2. Disclosure and Protection of Confidential Information.
  - 2.1 Recipient agrees not to use Private Information for any purpose other than the fulfillment of Recipient's obligations to the Discloser and shall maintain the confidentiality of Private Information. Recipient shall not disclose, publish, release, transfer or otherwise make available Private Information in any form to, or for the use or benefit of, any third-party without Discloser's prior written consent. Recipient shall, however, be permitted to disclose relevant aspects of the Private Information to its employees, agents and subcontractors to the extent that such disclosure is reasonably necessary for the performance of its functions and/or contractual duties and provided that such disclosure is not prohibited by the GLB Act, and the regulations promulgated thereunder or other applicable law. Recipient agrees that it will not use Private Information about Discloser's customers or employees in any manner prohibited by the GLB Act or other applicable laws. Recipient agrees that it shall remain fully responsible for any disclosure as set forth in the preceding sentence. Recipient further agrees to advise Discloser promptly in writing of any misappropriation, or unauthorized disclosure or use of Private Information which may come to the attention of Recipient, and to take all steps reasonably requested by Discloser to limit, stop or otherwise remedy such misappropriation, or unauthorized disclosure or use. In the event of an unauthorized disclosure of Client's Private Information by Company or Company's Agents, Company shall reimburse Client, for all reasonable notification and remediation costs and expenses incurred by Client as a result of such disclosure. For avoidance of doubt, such costs and expenses would be considered direct damages under the February 2, 2002 Master Agreement referenced in the SOW, subject to a cumulative limit of liability not to exceed the lesser of: a) one hundred eighty two dollars (\$182) per affected consumer and customer of Discloser, or b) the fees paid by Client to Palisades under this SOW during the six (6) months preceding the disclosure. If the GLB Act or other applicable law now or hereafter in effect imposes a higher standard of confidentiality and/or protection to the Private Information, then such standard shall take precedence over the provisions of this Section.
  - 2.2 Recipient will make no more copies of the Private Information than is necessary for Recipient's use. All copies made, in any medium whatsoever, shall be covered by the terms and conditions of this Agreement.
  - 2.3 Recipient shall maintain, with no less care than Recipient takes to safeguard its own confidential information, safeguards to protect Private Information from unauthorized access and to enable Client to comply with applicable laws and regulations regarding the privacy and security of Private Information. The objective of each such Security Program shall be to (i) insure the security and confidentiality of Private Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Private Information that could result in harm or inconvenience to any customer, and (iii) have a program to respond to a security breach and to notify its customers affected by the breach where required by law or regulation.
  - 2.4 Recipient will ensure that any third-party to whom it transfers Private Information enters into an agreement to protect the confidentiality and security of Private Information in a manner no less stringent than required by this Agreement.
  - 2.5 Upon reasonable request, a Party shall provide to the other Party information that is readily available regarding its Security Program to include, but is not limited to policies and procedures regarding personnel security, training, configuration management, software management, privacy, legal compliance and incident management and resolution.
3. Return of Materials.
  - 3.1 All Private Information, including copies thereof, shall be promptly returned to Discloser upon request, except that copies may be retained, if required, for legal or financial compliance purposes.
  - 3.2 Upon termination or expiration of the Agreement, all Private Information, including copies thereof, shall be promptly returned to such Party or destroyed, except that copies may be retained, if required, for legal or financial compliance purposes and the terms and conditions of this Exhibit shall continue to apply for the period such information is retained, notwithstanding any termination or expiration of the Agreement.
  - 3.3 Recipient shall implement and monitor those procedures which are necessary to comply with its obligations under the Fair and Accurate Credit Transactions Act of 2003 (Public Law 108-159, 111 Stat. 1952), as amended from time to time ("FACTA") and implementing regulations concerning the safeguarding and disposal of Private Information (collectively, "FACTA Requirements"), to the extent such FACTA Requirements apply to Recipient's business. Such policies and procedures shall include, but are not limited to, destroying records and files containing Private Information. All such paper records will be shredded and all electronic or digital records and files will be erased or otherwise rendered unreadable in a way that prevents records and files from being practically read or reconstructed. Recipient will provide Discloser with all information that Discloser reasonably requests regarding the disposal of records and files containing Private Information including, but not limited to, summaries of relevant portions of Discloser's information security policies and procedures.